

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

M.E.,

Plaintiff,

vs.

CAMP SUMMIT OF SUMMITVILLE, INC.,
MELVIN M. STERN, JUDITH A. STERN, MJS
REALTY, INC.

Defendants.

SUMMONS

Plaintiffs designate the County of NASSAU as the place of trial. The basis of venue is the Plaintiff's and Defendants' County of residence pursuant to CPLR §503(a), (c).

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiffs' attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
October 2, 2019

PHILLIPS & PAOLICELLI, LLP
Attorneys for Plaintiffs

By: 

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DEFENDANTS' ADDRESSES:**CAMP SUMMIT OF SUMMITVILLE, INC.**

c/o Melvin and Judith Stern
67 Joyce Road
Plainview, NY 11803

CAMP SUMMIT OF SUMMITVILLE, INC.

c/o David Stern, Chief Executive Officer
5273 Brookview Drive
Boynton Beach, Florida 33437

MELVIN STERN

67 Joyce Road
Plainview, NY 11803

-AND-

11881 Fountainside Circle
Boynton Beach, FL 33437

JUDITH STERN

67 Joyce Road
Plainview, NY 11803

-AND-

11881 Fountainside Circle
Boynton Beach, FL 33437

MJS REALTY INC.

c/o David Stern, Chief Executive Officer
5273 Brookview Drive
Boynton Beach, Florida 33437

STATE OF NEW YORK
SUPREME COURT: COUNTY OF NASSAU

M.E.,

Plaintiff,

vs.

CAMP SUMMIT OF SUMMITVILLE, INC.,
MELVIN M. STERN, JUDITH A. STERN, and
MJS REALTY, INC.,

Defendants.

COMPLAINT

Index No.:

Plaintiff M.E., by and through his undersigned attorneys, as and for his Verified Complaint, alleges as follows:

NATURE OF THE ACTION AND PARTIES

1. This action is brought pursuant to the Child Victims Act, codified at CPLR 214-g.
2. Plaintiff M.E. is and at all relevant times was a resident of the State of New York County of Nassau.
3. Plaintiff was born in 1974, and was approximately 8 years old when he was sexually abused at CAMP SUMMIT sleep away camp, a camp for minor boys, owned and operated by Defendants.
4. At all relevant times Defendant CAMP SUMMIT OF SUMMITVILLE, INC. is and/or was a domestic business corporation licensed to conduct business for profit by virtue of the laws of the State of New York.
5. At all relevant times, Defendant CAMP SUMMIT OF SUMMITVILLE, INC. was doing business as "CAMP SUMMIT."

6. At all relevant times Defendant MJS REALTY, INC. is and/or was a domestic business corporation, operating under, and doing business as, "Camp Summit of Summitville, Inc.," and/or "CAMP SUMMIT", and was licensed to conduct business for profit by virtue of the laws of the State of New York.

7. Prior to and during the summer of 1982, Defendant CAMP SUMMIT OF SUMMITVILLE, INC. and Defendant MJS REALTY, INC. operated a summer camp for children known as CAMP SUMMIT, located at 400 Mount Vernon Road, Wurtsboro, County of Sullivan, New York 12790.

8. At all relevant times, Defendant CAMP SUMMIT OF SUMMITVILLE, INC. and Defendant MJS REALTY, INC. maintained a principal place of business within the State of New York.

9. At all relevant times, Defendant CAMP SUMMIT OF SUMMITVILLE, INC. and Defendant MJS REALTY, INC. were doing business within the State of New York..

10. At all relevant times Defendants MELVIN M. STERN (hereinafter "M. STERN") and JUDITH A. STERN (hereinafter "J. STERN"), owned, operated, controlled, directed, and supervised Defendants CAMP SUMMIT OF SUMMITVILLE, INC., and MJS REALTY, INC.

11. Upon information and belief, at all relevant times, Defendants M. STERN and J. STERN were and are residents of the State of New York, County of Nassau, residing at 67 Joyce Road, Plainview, NY 11803.

12. At all relevant times, Defendants M. STERN and J. STERN, CAMP SUMMIT OF SUMMITVILLE, INC., and MJS REALTY, INC, stood in such a relationship with each other as to the operation of CAMP SUMMIT, such that the negligence or misconduct of any of

these parties individually would constitute vicarious liability and would be imputed upon the other under the doctrine of *respondeat superior*.

FACTUAL ALLEGATIONS

13. At all relevant times, Defendants, individually and collectively, hired, retained, managed, directed, controlled and supervised the employees, staff, and counselors who were employed at CAMP SUMMIT.

14. At all relevant times, Defendants individually and collectively owned the premises, buildings, property, and camp grounds, that comprised CAMP SUMMIT.

15. Prior to the summer of 1982, Defendants individually and collectively, and represented CAMP SUMMIT to be a safe and professionally run sleep-away summer camp for boys, and solicited parents to enroll their children in their programs.

16. Plaintiff's parents enrolled Plaintiff in CAMP SUMMIT, and entrusted him into the care of Defendants in or about the summer of 1982.

17. From approximately late June through August 1982, Plaintiff attended CAMP SUMMIT.

18. In or about the summer of 1982, while Plaintiff was enrolled at CAMP SUMMIT, Plaintiff was repeatedly molested, assaulted, sexually abused and violated by an employee, contractor, agent and/or servant of Defendants.

19. The full name and identity of the individual who sexually abused and molested the Plaintiff (hereinafter "Abuser") is not presently known by Plaintiff.

20. At all relevant times, Abuser was hired by Defendants and under the direct supervision, employ, and control of the Defendants.

21. At all relevant times, Abuser's duties and responsibilities included supervising, caring for, and acting as counselor/monitor of campers at CAMP SUMMIT, including Plaintiff, and to safeguard their wellbeing

22. Upon information and belief, Abuser was foreign born with a heavy British accent.

23. Upon information and belief, Abuser was known by the name "Sedgwick."

24. A photograph from the Camp Summit yearbook for the Summer of 1982, reproduced herein, includes Abuser encircled.



25. At all relevant times, Defendants held Abuser out as a counselor for campers, including Plaintiff, and Abuser's abuse of Plaintiff occurred while he was acting in his assigned role of counselor.

26. Abuser's sexual abuse of Plaintiff took place on the premises of CAMP SUMMIT in the Plaintiff's bunkhouse.

27. The sexual abuse, which was extreme, took place multiple times over the course of the eight-week summer camp.

28. On each of these multiple sexual abuses and assaults, Abuser entered the bed of Plaintiff while he was sleeping. Abuser then proceeded to engage in unpermitted, forcible, harmful, and unlawful sexual contact with Plaintiff.

29. Upon information and belief, Abuser was routinely permitted by Defendants to drink alcohol or to otherwise become intoxicated during evening hours, and was permitted in that condition to return to the campers' bunkhouses, including the bunkhouse of the Plaintiff.

30. At all relevant times, Defendants gave Abuser unfettered access to minor children in the bunkhouse without any other adult supervision.

31. Not only did Defendants place Plaintiff in harm's way by improperly holding Abuser out as a counselor and permit him to have unfettered access to Plaintiff in that role, but they carelessly, negligently, and recklessly, failed to protect Plaintiff from sexual abuse by Abuser, permitted the abuse to occur, failed to supervise Abuser, particularly when he was inebriated and given unsupervised access to innocent and vulnerable children, failed to timely investigate Abuser's misconduct, acted to protect their own self-interest to the detriment of innocent children, including Plaintiff, and are otherwise responsible for Abuser's sexual assault of Plaintiff, and Plaintiff's consequential injuries and damages.

32. At all relevant times, Defendants held Abuser out as qualified to perform the duties of a counselor for young campers in a safe and appropriate manner.

33. Upon information and belief, Defendants knew or should have known that Abuser was a danger to minors, like Plaintiff, before he sexually abused Plaintiff.

34. Upon information and belief, Defendants knew or should have known that Abuser was not qualified to perform the duties of a camp counselor.

35. Upon information and belief, Defendants failed to perform sufficient background investigation into the qualifications and history of Abuser.

36. Defendants knew or should have known that allowing Abuser to have unsupervised and unlimited access with campers, particularly vulnerable young campers like Plaintiff, posed an unacceptable risk of child sex abuse.

37. Prior to the time of Plaintiff's abuse, Defendants knew or should have known that child sex abuse was a potential risk for children in their sleep away camp program

38. The sexual abuse of Plaintiff by Abuser was foreseeable to Defendants.

39. Defendants owed Plaintiff a reasonable duty of care because they affirmatively solicited children and parents to send their children to CAMP SUMMIT; they undertook custody of minor children, including Plaintiff; they promoted their facilities and programs as being safe for children, they held out their agents, including Abuser, as safe to work with and around minor students; and they encouraged parents to send their children to spend the summer with their agents.

40. Defendants owed Plaintiff a heightened, fiduciary duty of care because they held themselves out as being able to provide a safe and secure environment for children, including Plaintiff; Plaintiff's parents entrusted Plaintiff to Defendants' care, and expected that Plaintiff would be safe and properly supervised in an environment free from harm and abuse; Plaintiff was a vulnerable eight year old child, and unable to protect himself; and Defendants affirmatively assumed a position of empowerment over Plaintiff.

41. Defendants owed Plaintiff a duty to protect him from harm because Defendants' acts and omissions created a foreseeable risk of harm to Plaintiff.

42. As a result of the foregoing, Plaintiff has suffered and continues to suffer great physical and mental pain and anguish, severe and permanent emotional distress, psychological injuries, fear and anxiety; was prevented and will continue to be prevented from performing his normal daily activities; was and will continue to be deprived of the enjoyment of life's pleasures; has suffered and will continue to suffer loss of earnings and earning capacity; has incurred and will in the future incur expenses for medical and psychological treatment, and was otherwise damaged in an amount that exceeds the jurisdictional limits of lower courts in this State.

43. To the extent that any Defendant pleads, or otherwise seeks to rely upon Article 16 of the New York Civil Practice Law and Rules (CPLR) to have fault apportioned to another allegedly culpable party, Plaintiff expressly states that Defendants' conduct falls within one or more of the subdivisions of CPLR 1602.

COUNT I

NEGLIGENT HIRING, RETENTION, SUPERVISION, AND DIRECTION

44. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

45. At all relevant times, Defendants had a duty to exercise due care in hiring, appointing, assigning, retention, supervision and direction of Abuser, so as to protect minor children, including Plaintiff, who were likely to come into contact with him, and/or under his influence or supervision, and to ensure that Abuser did not use his assigned position to injure minors by sexual assault, contact or abuse.

46. Defendants were negligent and failed to use reasonable care in hiring, appointing, assigning, retention, supervision and direction of Abuser, failed to properly investigate his background and employment history, and/or hired, appointed and/or assigned him to Defendants'

summer camp, when Defendants knew or should have known of facts that would make him a danger to children, including Plaintiff; and Defendants were otherwise negligent.

47. Defendants were negligent and did not use reasonable care in their supervision and direction of Abuser, failed to monitor his activities, failed to oversee the manner in which he carried out the duties to which Defendants assigned them, even though they knew or should have known that Abuser posed a threat of sexual abuse to minors; allowed the misconduct described above to occur and continue; failed to investigate Abuser's dangerous activities and remove him from their premises; failed to have policies and practices in place that would have prevented this abuse; and Defendants were otherwise negligent.

48. Abuser would not have been in a position to sexually abuse Plaintiff had Defendants not been negligent in the hiring, retention, supervision, and direction of Abuser.

49. At all relevant times, Abuser acted in the course and scope of his employment with Defendants.

50. Defendants' aforesaid actions were negligent, grossly negligent reckless, and/or outrageous in their disregard for the rights and safety of Plaintiff.

51. As a direct and proximate result of the aforesaid misconduct, Plaintiff suffered grave injury, including physical, psychological and emotional injury as described above.

52. By the reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages, in an amount to be determined at trial, together with interest and costs.

COUNT II

NEGLIGENT, RECKLESS, AND WILLFUL MISCONDUCT

53. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

54. At all relevant times, Defendants affirmatively and/or impliedly represented to minor children, their families and the general public that employees and agents working at CAMP SUMMIT, including Abuser, posed no risk of sexually abusing children, and that children, including Plaintiff, would be safe in their care.

55. Defendants knew or should have known this representation was false and that employing Abuser and giving him unfettered access to children, including Plaintiff, posed an unacceptable risk of harm to children.

56. Defendants carelessly, negligently and recklessly failed to have in place an appropriate policy and/or practice for making hiring and assignment decisions, so as to protect vulnerable students in their care from sexual abuse.

57. Defendants carelessly, negligently and recklessly failed to have in place an appropriate policy and/or practice to monitor, supervise or oversee Abuser's interactions with minor campers such as Plaintiff, in order to keep them safe from sexual abuse.

58. The careless, negligent and reckless misconduct by Defendants as described herein was done with utter disregard as to the potential profound injuries which would ensue, and with depraved indifference to the health and well-being of children. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

59. By the reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages, in an amount to be determined at trial, together with interest and costs.

COUNT III**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

60. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

61. The sexual abuse of Plaintiff was extreme and outrageous conduct, beyond all possible bounds of decency, atrocious and intolerable in a civilized world.

62. Defendants' aforesaid negligent, grossly negligent, and reckless misconduct, endangered Plaintiff's safety and caused him to fear for his own safety.

63. These Defendants knew or disregarded the substantial probability that Abuser would cause severe emotional distress to Plaintiff.

64. As a direct and proximate result of Defendants' foregoing misconduct, Plaintiff suffered severe emotional distress including psychological and emotional injury as described above.

65. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

COUNT IV**PREMISES LIABILITY**

66. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

67. At all relevant times, Defendants owned, operated, and /or controlled the premises known as CAMP SUMMIT, including the areas where the sexual abuse of Plaintiff occurred.

68. At all relevant times, Plaintiff was rightfully present at the aforementioned premises.

69. Defendants had a duty to see that the premises at which Plaintiff was rightfully present were in a reasonably safe condition for the intended use by students, like Plaintiff, whose presence was reasonably anticipated.

70. Defendants willfully, recklessly, and negligently failed to provide a reasonably safe premises that was free from the presence of sexual predators and/or the assault by the occupants of the premises, including Defendant Abuser. Defendants thereby breached their duty of care of Plaintiff.

71. As a direct and proximate result of Defendants' misconduct, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

72. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

COUNT V

BREACH OF FIDUCIARY DUTY

73. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

74. At all relevant times, there existed a fiduciary relationship of trust, confidence and reliance between Plaintiff and Defendants. The entrustment of Plaintiff to the care and supervision of the Defendants while Plaintiff was a vulnerable child, imposed upon these Defendants a fiduciary duty to act in the best interests of Plaintiff.

75. Defendants were entrusted with the well-being, care, and safety of Plaintiff, which Defendants had a fiduciary duty to protect.

76. By reason of the foregoing, Defendants breached their fiduciary duties to Plaintiff.

77. As a direct and proximate result of Defendants' foregoing breach, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

78. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

COUNT VI

BREACH OF DUTY IN LOCO PARENTIS

79. Plaintiff repeats and re-alleges each and every allegation set forth above as if fully set forth herein.

80. At all relevant times, Plaintiff was a vulnerable child entrusted to the care of Defendants, and was under the supervision and control of these Defendants, such that these Defendants owed him a duty to act *in loco parentis* and to prevent foreseeable injuries.

81. By reason of the foregoing, these Defendants breached their duties to act *in loco parentis*.

82. As a direct and proximate result of Defendants' foregoing breach, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

83. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

COUNT VII

BREACH OF STATUTORY DUTIES TO REPORT

84. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

85. Pursuant to N.Y. Soc. Serv. Law §§ 413 and 420, Defendants had a statutory duty to report reasonable suspicion of abuse of children in their care.

86. Defendants breached their statutory duty by failing to report reasonable suspicion of sexual abuse by Abuser.

87. As a direct and proximate result of Defendants' foregoing breaches, Plaintiff suffered grave injury, including the physical, psychological and emotional injury and damages as described above.

88. By reason of the foregoing, Defendants are liable to Plaintiff for compensatory and punitive damages in an amount to be determined at trial, plus interest and costs.

WHEREFORE, Plaintiff prays for judgment on all of the preceding counts as follows:

- a. Awarding Plaintiff compensatory damages for his injuries, in an amount to be determined at trial;
- b. Awarding Plaintiff punitive damages for his injuries, in an amount to be determined at trial;
- c. Awarding Plaintiff prejudgment interest, to the extent available by law;
- d. Awarding Plaintiffs costs and disbursements and attorneys' fees to the extent available by law; and
- e. Awarding such other and further relief as this Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury of all issues triable by jury in this action.

Dated: October 2, 2019

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Yours, etc.

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